补充合同 Supplementary Terms of Contract

Party A: Czech Republic, Ministry of the Interior Legal representative: Ing. Miroslav Konopecky

Bank Account:

Tel: +420 974 849 353

Address: Nad Stolou 936/3, 170 34 Prague 7 Czech Republic

甲方:捷克共和国内务部

法人代表: Miroslav Konopecky 工程师 银行账号: 捷克国家银行

地址: Nad Stolou 936/3, 布拉格 7 区 邮编 170 34 捷克共和国

Party B: Home Unique International Trading Co., Ltd

Legal representative: Zhen Wang

Tel.: 0086 13701989664

Address: RM715 7 floor No.418, First East Fute Rd., Free Trade Zone Shanghai

China

乙方:上海沛沃国际贸易有限公司

法人代表: 王珍

电话: +86 13701989664

地址:上海自由贸易试验区富特东一路 418 号 7 层 715 室

1. Both parties entered into the contract for personal protective face masks FFP2 at March 17th 2020, 1,000,000 in total, at a unit price of USD 1,8541 and a total price of USD 1,854,100.

合同双方于 2020 年 3 月 17 日签署 FFP2 个人防护口罩买卖合同,共1,000,000 只,单价 1,8541 美元,总价 1,854,100 美元。

2. Party A confirms that Party B supplied Party A with 1,000,000 pcs of Xinxiangyin brand disposable protective face mask made by Jinjiang HengAn Household Tissue Products Co., Ltd (models XCX010 and XCL010).

甲方确认,乙方向甲方提供了 1,000,000 只晋江恒安家庭生活用纸有限公司生产的心相印一次性护理口罩(型号为 XCX010、XCL010)。

3. On March 31, 2020, the 1,000,000 pcs of the above described face masks were shipped to the warchouse designated by Party A at the address Goodman Qingpu Centre+, No.88 Tianrui Road, Qingpu District, Shanghai; The 1,000,000 pcs of the above described face masks arrived at the Czech Republic on April 3th, 2020.



2020 年 3 月 31 日,1,000,000 只上述口罩运抵甲方指定地点上海市青浦区天瑞路 88 号嘉民青浦现代产业园的仓库;4月 3 日 1,000,000 只上述口罩抵达捷克共和国。

- 4. After Party A claimed, that based on testing of the 1,000,000 face masks mentioned above, masks did not meet the FFP2 standard (test report of EU notification body the Occupational Safety Research Institute No.: 142/2020, dated April 6, 2020). 后甲方称经鉴定 1,000,000 只上述口罩不符合 FFP2 标准(于 2020 年 4 月 6 日经欧盟认证机构 职业安全研究院的检测,检测报告编号为: 142/2020)。
- 5. Whereas the Ministry of the Interior has expressed its dissatisfaction with the goods, after negotiations between the two Parties, the 1,000,000 masks that have arrived in the Czech Republic have been repriced at a unit price of USD 0,6 per mask (total price of USD 600,000) and Party B shall provide Party A with KN95 face masks worth USD 1,254,100. 鉴于内务部对该批货物表示不满,经双方协商,已运抵捷克共和国的 1,000,000 个口罩已重新定价,价格为 0.6 美元每个(总价 600,000美元),乙方向甲方提供货值 1,254,100 美元的 KN95 口罩。
- 6. After Party A's conformation, Party B shall provide 676,392 pcs of KN95 face masks 3M 9501+ manufactured by 3M China Co., Ltd., www.3m.com.cn, Add.: No. 222, Tianlin Road, Shanghai 200336 China, at the original unit price of USD 1,8541 per piece. 经甲方确认,乙方按照原单价每只 1,8541 美元提供 676,392 只由 3M 中国有限公司生产的 3M 9501+ 型号的 KN95 口罩。厂家网站www.3m.com.cn,地址:上海市田林路 222 号,邮编 200336。
- 7. Party A confirms that KN95 face masks 3M 9501+ were tested by The Occupational Safety Research Institute on 25th May 2020, test protocol no. 420/2020 with the test result: masks meet FFP2 (EN149:2001+A1:2009) standards.

 甲方确认 3M 9501+ 型号的 KN95 口罩于 2020 年 5 月 25 日通过职业安全研究院的检测,检测报告编号为: 420/2020。检测结果为: 符合

FFP2 (EN149:2001+A1:2009)标准。

8. Both Parties agree to use EXW for delievery. Party B shall deliver 676,392 pes of KN95 face masks 3M 9501+ to the warehouse Goodman Qingpu Centre+, No.88 Tianrui Road, Qingpu District, Shanghai, which is the place designated by Ministry of the Interior of the Czech Republic, by May 31, 2020. Contact person: Hu Changsong, warehouse manager, Tel: +86 181



1850 8372.

双方约定的交货方式为指定地点交货(EXW), 乙方在 2020 年 5 月 31 日前将 676,392 只 3M 9501+ 型号的 KN95 口罩送至捷克共和国内务部指定地点:上海市青浦区天瑞路 88 号嘉民青浦现代产业园的仓库。联系人:仓库经理胡常松,电话+86 18118508372。

- 9. If the goods are not delivered by May 31, 2020, the Supplementary terms of contract expire on 1st June 2020. 如果到 2020 年 5 月 31 日仍未交货,补充合同条款将于 2020 年 6 月 1 日失效。
- 10. If the goods are delivered in accordance with the conditions stipulated in Article 8 above, both Parties agree that the contract of 17th March 2020 is completely settled, Party A and Party B are no longer entitled to claim any obligation towards the other Party.

 如果货物按照上述第 8 条约定的条件交付,双方确认 2020 年 3 月 17 日签署的合同全部履行完毕,甲乙双方均无权再要求另一方承担任何义务。
- 11. Party A and Party B shall jointly sign Annex I "Common Declaration of Exporter and Importer".
 甲乙双方共同签署《进出口共同声明》附件一。
- 12. This Supplementary Terms of Contract shall come into force upon being signed by both parties.
 本补充合同经双方签字后生效。



In Shanghai, 26 May 2020 于上海, 2020年5月26日

> Party B Official seal and signature 乙方 盖章签字



